

EXHIBIT

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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

LISA DUER,

Plaintiff,

v.

BENSUSSEN DEUTSCH & ASSOCIATES,
INC.; ELI LILLY AND COMPANY,

Defendant.

CIVIL ACTION FILE

NO. 14-cv-01589-AT

DECLARATION OF THOMAS DOLLNIG

I, Thomas Dollnig, declare as follows:

1. I have worked in marketing for 50 to 60 years. I started my career in marketing with General Electric, and later developed and managed successful brands such as Mr. Coffee[®]. I have developed and sold my own products, and since the 1980's I have worked as an independent consultant helping inventors to commercialize their new products.

2. I have worked with Ravi Navare several times to assist Ravi and his clients in commercializing new products. Ravi would often contact me to come to his place of business to meet with Ravi and his client. I would assist Ravi and his client in developing a marketing plan, and sometimes I would help them execute the plan.

3. In approximately October 2006, Ravi contacted me to meet with him and Ms. Lisa Duer to discuss a new product design they were working on together. The product was going to be a device to help remind patients whether they had taken their medication or not, using toggles that slide to record pill consumption.

4. At the time Ravi contacted me, the product he was designing with Ms. Duer was

intended to be placed onto the side of a bottle of pills.

5. I witnessed Ravi and Ms. Duer jointly collaborating on the design and development of the product. When I started working with them, Ravi and Ms. Duer were still developing the product and making improvements. I remember that Ms. Duer would give Ravi feedback on his prototypes and drawings, and Ravi would take her general ideas and figure out how to make them work in the product.

6. I helped Ravi and Ms. Duer find a manufacturing and packaging source. For example, on October 29, 2006, I emailed Ravi and Ms. Duer regarding supply source quotes I had obtained. (A true and correct copy of that email is attached hereto at Exhibit 1.) I eventually worked with Ms. Duer to arrange manufacturing for the product in China.

7. Throughout 2007, I worked with Ms. Duer to identify marketing channels and a sales strategy for the product. We brainstormed trade channels and likely customers, and developed a marketing plan.

8. On May 12, 2007, Ms. Duer emailed me and said that she did not want Ravi to have half rights over the product and that she was considering her options for commercializing the product without Ravi. (A true and correct copy of that email is attached hereto at Exhibit 2.)

9. In September 2007, after manufacturing in China had been arranged, I assisted Ms. Duer with a number of presentations and made several introductions on her behalf. I also worked with her to contact potential buyers and commercial partners.

10. We continued to contact potential buyers and distributors through December 2007.

11. In February 2008, Lisa terminated our agreement.

12. I am not being compensated for my testimony.

I declare under penalty of perjury that the attached exhibits are true and correct copies and the foregoing testimony is true and correct.

Executed this ___ day of July, 2014, in Atlanta, Georgia.

Thomas Dollnig

I declare under penalty of perjury that the attached exhibits are
and the foregoing testimony is true and correct.

Executed this 26 day of July, 2014, in Atlanta, Georgia.


Thomas Dollnig

EXHIBIT

1

dollnig@bellsouth.net

From: <dollnig@bellsouth.net>
To: "Lisa Duer" <lcaduer@yahoo.com>; "Ravi Navare" <cpi_classic@yahoo.com>
Sent: Sunday, October 29, 2006 9:43 PM
Subject: Packaging Quotes

Following Lisa's visit with Rohrer, and the two quotes I obtained, the following will summarize the results. Be advised these figures are rounded off, and sizes might vary to a small degree. For purposes of selecting a supply source, I think what we have will provide a good selection for your decision making process....

1. **Rohrer**, Buford, Ga. - Total tooling costs \$2180. (Assume this could be amortized with 1st. order)
 Terms: 1 % 10, Net 30. Freight: Cards, Buford, Ga, Blisters FOB Huntley, IL...Delivery 1-month from approval of prototype.
 Blisters: 12,500 (.038), 25,000 (.024), 50,000 (.017), 100,000 (.013)
 Card: 250,000 (.02)

2. **Andex**, Escanaba, Mi. - Tooling cost only for printing plates (not quoted). This company offers large selection of "stock" blisters and cards. Terms: 1% 10, Net 30. Freight: F.O.B. Escanaba, Mi.
 Blisters: 25,000 (.034), 50,000 (.026), 75,000 (.023), 100,000 (.022), 200,000 (.02)
 Card: 25,000 (.06), 50,000 (.03), 75,000 (.028), 100,000 (.025), 200,000 (.02)

Stock Clamsells & Cards: Clamshell - 25M (.10), 50M (.085), 75M (.08), 100,000 (.07), 200,000 (.06)
 Cards - (.05), (.028), (.023), (.02) (.016)

3. **Grand World**, Shanghai, China - No tooling costs. Lead time 21 days from sample approval.
 Terms: 50% deposit with order, 50% Letter of Credit or pay their New York office. Freight: FOB China
 Blister: 250,000 (.009)....Card 250,000 (.011)

I have hard copies of these three different quotes, which will be given to you at our next meeting. Once we have actual samples and the decision is made to quantity per pack, we can decide on exact dimension of packing for exact quotes.

Tom

10/29/06

EXHIBIT

2

Dollnig

From: "Duers" <lcaduer@yahoo.com>
To: "Dollnig" <dollnig@bellsouth.net>
Sent: Saturday, May 12, 2007 11:31 AM
Subject: Re: Progress Update

Tom,

I am sensing you are a little up set with me and Take-n-Slide. I definitely want your help. However, I feel I am in a bit of a bind with Ravi and I am trying to consult a lawyer that can help my situation. I do have an agreement with Ravi and the development of the cap, that is what we signed on. Now, we have changed this to the strip on the side of the bottle and he has taken well over 7 months to try to engineer this. I just received an e-mail from him that he now needs to make more changes in order for it to work. I am so fed up with him right now because I feel that if I gave this project to your guy he will have it up in running in a matter of months. This upsets me and I am not sure what to do....with Ravi. Please do not give up on me because my goal is to make this successful. I also have worked for over a year and a half on this, with alot of time and money. But, unfortunately, I feel alot of what I have been doing is waiting..... on Ravi. Please give

me a little more time to discuss with a lawyer my options. What I do not want to happen is that he has half rights and I have half rights and we fight over this or try to compete with one another or worse it just sits "on the shelf". What you are proposing sounds wonderful, believe me, this is coming from someone who is running out of patience. I will let you know what I plan to do hopefully by Wednesday. And Tom, I do appreciate all you have done for me and all the direction you have given me. This is a whole new world to me and I am doing the best I can, but will try to do better. Am I correct in assuming you are telling me about this company to be used in place of Ravi? If so, I do need to see what my options are as far as our agreement (Ravi & I) so I can move forward in an appropriate manner. (per above)

Thanks Tom.

Dollnig <dollnig@bellsouth.net> wrote:

Lisa...Let's start over. It has been a few weeks since I have heard a word about Take-n-Slide, either from Ravi or yourself. Having also invested a great deal of time in this project during the past 7-8 months, I remain curious as to what is happening and when a return on my investment might become a reality.

Following our meeting with Kroger, I came away with the feeling that if we could sell the product in bulk for \$.05 (five cents) to major chains, it could be positioned on every prescription bottle. I believe my feeling was mentioned to you at that time. This would mean that a "targeted" delivered U.S. manufactured cost should be @ \$.025 (2 1/2 cents). Obviously, this would bring you a 50% profit margin.

You recall that Kroger told us that 5 million scripts were produced in Atlanta each month (60 million per year). The national BPI measurement for the Atlanta trading area is 6% of the nation. This would mean that at least 1-billion scripts are filled each year throughout the U.S. These are just generalized statistics, but at least something to begin thinking about. This number does not take into consideration the world of vitamins, supplements, etc.

Now, from years of experience dealing with offshore sources of manufacturing, I have found that you always need a representative for your

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manufacturing, I have found that you always need a representative for your product that is 1. Credible, 2. Located in the Orient, 3. Deals only with proven manufacturers, 4. Can provide oversight to all aspects of tooling, manufacturing, packaging, shipping, etc...from beginning to end. For over 25-years, the person that would be recommended has viewed your product on your website, and feels strongly that his company can provide total services you would require to realize a product cost of \$.025 each, packed bulk in a poly bag of 10,000 pieces. This company produces many, many products for U.S. distribution, among them are medical items in volumes of 8-10 million. For his service to completely oversee the manufacturing process from beginning to end, he would waive his upfront fees (normally \$18,000), based on the anticipated volume that I gave him of 200-million units per year (20% first year achievement).

Regarding tooling, when you deal with offshore manufacturers, if you pay outright for tooling, you have complete ownership of that tooling and can relocate it whenever you wish. If you request amortization of that tooling into the piece cost, the manufacturer owns the tooling and will not release it in the future. So, you should be in a position to pay for the tooling, and then pay for the piece cost + freight to U.S. (@\$6000. for a 40 ft. container).

With this updated information, please let me know if you want this company to contact you? I am only trying to assist you in your efforts to bring this product to market. If you want me out of the picture, please advise and we can void our mutually signed Agreement. At that point, I will send you an invoice for \$1200.00 for services previously rendered. This is my normal fee to provide a complete marketing plan and necessary elements that were provided to you, not including the eight (8) meetings that were attended on behalf of the Take-n-Slide project. Please let me know your decision, or any further questions you might have.

Tom

----- Original Message -----

From: "Duers"

To: "Dollnig"

Sent: Saturday, May 12, 2007 8:19 AM

Subject: Re: Progress Update

- > I'm wondering if \$.025 is a correct price. From this guy you're talking
- > to, we can produce 4 take-n-slides for about a penny. Is this correct?
- > And what does that include? Just the injection part or does it include
- > assembly and packaging also?
- >
- > Dollnig wrote: Lisa...I do not understand
- > your response to my recent message? Just simply let me know if you want
- > any further assistance or not with bringing your product to market?
- > Tom
- >
- >
- >

5/12/2007